

## RECORD OF NONJUDICIAL PUNISHMENT PROCEEDINGS

TO (Name, Rank, Organization, SSN, and Major Command of Service Member)

ATCH(S)

**1. Offer of Nonjudicial Punishment.**

a. (Commander initials one block):

(1) ☐ I am considering whether I should punish you under Article 15, Uniform Code of Military Justice (UCMJ).(2) ☐ I am considering whether I should recommend that \_\_\_\_\_ punish you under Article 15, UCMJ (See Note 1).

b. Your alleged misconduct is in violation of the punitive Article(s) of the UCMJ as listed in item 14.

c. You have the rights listed on Page 2 under "Rights of Member," including the right to consult a lawyer before making any decision, and to have a lawyer assist you throughout the proceedings. You may contact a military defense counsel at \_\_\_\_\_, telephone number \_\_\_\_\_.

d. If you accept nonjudicial punishment proceedings and are found to have committed one or more of the offenses alleged, the maximum punishment the commander taking action may impose on you is listed on Page 3.

e. You will notify me of your decision by \_\_\_\_\_ (Time), \_\_\_\_\_ (Date) unless I grant you an extension of time (See Note 2).

NAME/RANK/ORGANIZATION OF COMMANDER

SIGNATURE

DATE

**2. Service.**

NAME/RANK/ORGANIZATION PERSON SERVING MEMBER (See Note 3)

SIGNATURE

TIME  
SERVED

DATE SERVED

**3. Member's Acknowledgement and Elections.** I understand the rights listed on Page 2 of this form and acknowledge the recoupment statement in item 14. (Member initials one block on each line):a. ☐ I have consulted a lawyer. ☐ I have not consulted a lawyer.b. ☐ I waive my right to court-martial and ☐ I demand trial by court-martial in lieu of nonjudicial punishment.  
accept nonjudicial punishment proceedingsc. ☐ I have attached a written presentation. ☐ I have not attached a written presentationd. ☐ I request a personal appearance before you and that it not be public. ☐ I request a personal appearance before \_\_\_\_\_ and that it be public. ☐ I do not request a personal appearance before you.

NAME/RANK OF SERVICE MEMBER

SIGNATURE

TIME

DATE

**4. Commander's Decision.**

a. I have considered the evidence, including any matters you have presented, and find that: (Commander initials one block)

(1) ☐ Nonjudicial punishment is not appropriate or you did not commit the offense(s) alleged.  
I hereby terminate these proceedings.(2) ☐ You committed one or more of the offenses alleged. I lined out and initialed the offense(s), if any, for which I determined nonjudicial punishment is not appropriate or which you did not commit. I hereby impose punishment as listed in item 14.

b. Reductions in grade, forfeitures in pay, and suspensions of any punishment are effective immediately. All other punishments take effect when you are notified of the punishment, unless otherwise stated.

c. You must notify me by \_\_\_\_\_ (Time), \_\_\_\_\_ (Date) whether you appeal, unless I grant you an extension of time. You are entitled to advice of counsel in making this decision. You must notify me of your appeal decision and submit any matters you wish considered within the time provided or your right to appeal is waived. Any documents supporting your appeal must be submitted at the same time you make your appeal decision. A decision not to appeal is final. (See Note 4)

NAME/RANK/ORGANIZATION OF COMMANDER (See Note 5)

SIGNATURE

DATE

**5. Member's Acknowledgement.** I acknowledge receipt of the punishment and my right to appeal.

NAME/RANK OF SERVICE MEMBER

SIGNATURE

TIME

DATE

**6. Member's Appeal Decision** (member initials only one block). Member's decision ends the time limit to appeal.a. ☐ I do not appeal.b. ☐ I appeal and submit matters in writing.c. ☐ I appeal and do not submit matters in writing.

NAME/RANK OF SERVICE MEMBER

SIGNATURE

TIME

DATE



### MAXIMUM PERMISSIBLE PUNISHMENTS

1. If the commander imposing punishment is a:
  - a. General Officer or General Court-Martial Convening Authority and you are an officer: Forfeiture of one-half month's pay per month for two months, 60 days restriction, 30 days arrest in quarters, and a reprimand.
  - b. Colonel and you are an officer: 30 days restriction and a reprimand.
  - c. Lieutenant Colonel or above, and you are enlisted: Forfeiture of one-half month's pay per month for two months, 60 days restriction, 45 days extra duty, 30 days correctional custody, a reprimand, and reduction of one grade; E-4 and below may be reduced to E-1; E-8 and E-9 may be reduced one grade only by a commander who has promotion authority to those grades.
  - d. Major and you are in grade E-1 through E-7: Forfeiture of one-half month's pay per month for two months, 60 days restriction, 45 days extra duty, 30 days correctional custody, a reprimand, and reduction of one grade for E-5 and E-6; E-4 and below may be reduced to E-1.
  - e. Lieutenant or Captain, and you are in grade E-1 through E-7: Forfeiture of 7 days pay, 14 days restriction, 14 days extra duty, 7 days correctional custody, a reprimand, and reduction of one grade for E-5 and below only.
2. Restriction and extra duties may be combined to run concurrently, but the combination may not exceed the maximum imposable for extra duties. Correctional custody may not be imposed in combination with restriction or extra duties. If reduction is imposed, forfeiture of pay is based on the grade to which the member was reduced, even if the reduction was suspended. See Part V, MCM, for additional guidance.

14. (See Note 8)

**Item 7 Cont'd:** STATEMENT OF UNDERSTANDING REGARDING RECOUPMENT OF EDUCATION ASSISTANCE, SPECIAL PAY, OR BONUSES: I understand that the Air Force may be entitled to recoup a portion of education assistance, special pay, or bonus money which I received, if any, if I separate before completing the period of active duty I agreed to serve. I understand this recoupment applies regardless whether I voluntarily separate or I am involuntarily discharged. I further understand: (1) the recoupment in all cases is an amount that bears the same ratio to the total amount or cost provided to me, as the unserved portion of active duty bears to the total period of active duty I agreed to serve; and (2) that if I dispute that I am indebted for educational assistance, a board or other authority will make findings and recommendations concerning the validity of the indebtedness.

**Item 1b Cont'd:**

SERVICE MEMBER'S LAST NAME & SSN:

DATE OF COMMANDER'S OFFER: